

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xenon Arc, Inc.		12/17/2021	Corporation: DELAWARE
XA Direct, Inc.		12/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6426927	CONNTACT	
Registration Number:	6292793	XA-DIRECT	
Registration Number:	6189349	XENON ARC	
Registration Number:	5023379	ARMACOAT	
Registration Number:	4998465	ARMACOAT	
Registration Number:	4436850	DIRECTIBILITY	
Serial Number:	97146702	MATERIANT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1552718		
NAME OF SUBMITTER:	Jeffrey M. Negron		

OP \$190.00 6426927

SIGNATURE:	/Jeffrey M. Negron/
DATE SIGNED:	12/17/2021
Total Attachments: 8 source=Xenon - Trademark Security Agreement (w. USPTO Cover)#page3.tif source=Xenon - Trademark Security Agreement (w. USPTO Cover)#page4.tif source=Xenon - Trademark Security Agreement (w. USPTO Cover)#page5.tif source=Xenon - Trademark Security Agreement (w. USPTO Cover)#page6.tif source=Xenon - Trademark Security Agreement (w. USPTO Cover)#page7.tif source=Xenon - Trademark Security Agreement (w. USPTO Cover)#page8.tif source=Xenon - Trademark Security Agreement (w. USPTO Cover)#page9.tif source=Xenon - Trademark Security Agreement (w. USPTO Cover)#page10.tif	

FORM OF TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of **ALTER DOMUS (US) LLC**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of December 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark

Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided* that the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent, at the expense of the Grantors, shall promptly execute all documents and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW

YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

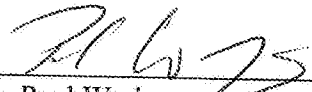
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

XENON ARC, INC.

XA DIRECT, INC.

By: 
Name: Paul Warburg
Title: Chief Executive Officer, President, Secretary
and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007534 FRAME: 0154

Agreed to and acknowledged
as of the date first listed above:

COLLATERAL AGENT:

ALTER DOMUS (US) LLC

By: 

Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	App. No. / App. Date	Reg. No. / Reg. Date	International Class	Status	Owner
CONNTACT	United States	90285803 10/29/2020	6426927 7/20/2021	42 (Scientific and technological services)	Registered	Xenon Arc, Inc.
XA-DIRECT	United States	90062085 7/20/2020	6292793 3/16/2021	35 (Advertising and business services)	Registered	Xenon Arc, Inc.
XENON ARC	United States	88876980 4/17/2020	6189349 11/3/2020	35 (Advertising and business services) 42 (Scientific and technological services)	Registered	Xenon Arc, Inc.
ARMACOAT	United States	86552347 3/3/2015	5023379 8/16/2016	35 (Advertising and business services)	Registered	Xenon Arc, Inc.
ARMACOAT	United States	85726400 9/11/2012	4998465 7/12/2016	42 (Scientific and technological services)	Registered	Xenon Arc, Inc.
DIRECTIBILITY	United States	85182994 11/22/2010	4436850 11/19/2013	35 (Advertising and business services) 42 (Scientific and technological services)	Registered	Xenon Arc, Inc.
KERRY SELECT	United States (Wisconsin)	20180000002 1/3/2018	20180000002 1/3/2018	29 (Meats and processed foods) 30 (Staple foods)	Registered	XA Direct, Inc.

Trademark	Country	App. No. / App. Date	Reg. No. / Reg. Date	International Class	Status	Owner
ARMACOAT	United Kingdom	UK00914498811 8/20/2015	UK00914498811 1/12/2016	35 (Advertising and business services) 42 (Scientific and technological services)	Registered	Xenon Arc, Inc.
ARMACOAT	European Union	14498811 8/20/2015	14498811 1/12/2016	35 (Advertising and business services) 42 (Scientific and technological services)	Registered	Xenon Arc, Inc.
CONNTACT	International Register -- (Designed in Brazil, Canada, European Union, United Kingdom, and Mexico)	1600904 4/28/2021	1600904 4/28/2021	42 (Scientific and technological services)	Registered	Xenon Arc, Inc.
CONNTACT	Brazil (WIPO)	IR 1600904 4/28/2021	--	42 (Scientific and technological services)	Pending	Xenon Arc, Inc.
CONNTACT	Canada (WIPO)	CA 2119361 4/28/2021	--	42 (Scientific and technological services)	Pending (Formalized)	Xenon Arc, Inc.
CONNTACT	European Union (WIPO)	IR 1600904 4/28/2021	--	42 (Scientific and technological services)	Pending	Xenon Arc, Inc.
CONNTACT	United Kingdom (WIPO)	IR 1600904 4/28/2021	--	42 (Scientific and technological services)	Pending	Xenon Arc, Inc.
CONNTACT	Mexico (WIPO)	IR 1600904 4/28/2021	--	42 (Scientific and technological services)	Pending	Xenon Arc, Inc.

Trademark	Country	App. No. / App. Date	Reg. No. / Reg. Date	International Class	Status	Owner
XA-DIRECT	International Register -- (Designated in Brazil, Canada, European Union, and United Kingdom)	1578516 1/20/2021	1578516 1/20/2021	35 (Advertising and business services)	Registered	Xenon Arc, Inc.
XA-DIRECT	Brazil (WIPO)	1578516 1/20/2021	--	35 (Advertising and business services)	Pending	Xenon Arc, Inc.
XA-DIRECT	Canada (WIPO)	CA 2089204 1/20/2021	--	35 (Advertising and business services)	Pending (Formalized)	Xenon Arc, Inc.
XA-DIRECT	European Union (WIPO)	1578516 1/20/2021	1578516 1/20/2021	35 (Advertising and business services)	Registered	Xenon Arc, Inc.
XA-DIRECT	United Kingdom (WIPO)	1578516 1/20/2021	--	35 (Advertising and business services)	Pending	Xenon Arc, Inc.
MATERIANT	United States	97146702 11/29/2021	--	35 (Advertising and business services) 42 (Scientific and technological services)	Pending	Xenon Arc, Inc.